

I. SUMMARY & OVERVIEW

II. JURISDICTION

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, in that the action involves a dispute between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

3. Venue is proper pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, and a substantial part of property that is the subject of the action is situated in this District.

III. PARTIES

4. Ronald L. Boonie ("Boonie") is 55 years old. He resides in the Commonwealth of Pennsylvania, and operates a home heating oil delivery business in Winfield, Pennsylvania. Plaintiff lost approximately \$385,000 as the result of fraudulent investments sold by John Thomas Financial, a former FINRA member securities broker-dealer.

5. Anastosis P. Belesis ("Belesis") is a resident of the State of New York, and at all times relevant hereto was the President and Chief Executive Officer of John Thomas Financial. On October 17, 2014, the United States Securities & Exchange Commission filed a Cease and Desist Action against John Thomas Financial and Anastasios P. Belesis, alleging of Section 17(a) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Sections 206(1), 206(2) and 206(4) of the Advisers Act and Rule 206(4)-8 thereunder, and among other things involving John Thomas Bridge & Opportunity Fund, II. (*In the Matter of John Thomas Financial, Inc., et al.* SEC Administrative Proceeding File No. 3-15255 (Oct. 17, 2014), and on January 9, 2015, the Financial Industry Regulatory Authority ("FINRA") found that John Thomas Financial and Anastasios P. Belesis, in addition to providing false information to FINRA, were found to have engaged in "fraud, intimidation, and the falsification of book and records. (*Department of Enforcement v. John Thomas Financial, Inc.*, Disciplinary Proceeding No. 20120334673-01 (Jan. 9, 2015)). Belesis and John Thomas have been barred by FINRA, and as of even date there are more than a dozen unpaid arbitration awards rendered against Belesis and/or John Thomas Financial.

6. ATB Holding LLC (“ATB”) is a corporation duly organized under the laws of the State of Delaware, with its principal place of business in the State of New York. ATB, the former owners of John Thomas Financial, is owned and controlled by Belesis, with its principal place of business at 60 Beach Street, Apt. 1-A, New York, New York 10013.

7. TOMTAB LLC (“TOMTAB”) is a Delaware limited liability company with its principal place of business at 60 Beach Street, Apt. 1-A, New York, New York 10013. Upon information and belief, TOMTAB is owned and controlled by Tabitha Belesis.

8. 2008 Anastasios Belesis Irrevocable Trust UA Dated Sept. 2008 (the “Trust”) is a trust created under the laws of the State of New York. Belesis’ brother George Belesis, serves as Trustee of the Trust.

9. Tabith Belesis resides at 60 Beach Street, Apt. 1-A, New York, New York 10013. As stated above, she is the purported manager and sole owner of TOMTAB LLC and has been married to Anastasios Belesis since 2004.

COUNT I
Breach of Contract – Promissory Note

10. On December 3, 2015, Belesis executed a Promissory Note and Confession of Judgment unconditionally promising to pay Plaintiff the sum of \$85,000, in the form of two equal payments on or before November 1, 2016 and November 1, 2017. (Exhibit “A”).

11. The Promissory Note and Confession of Judgment also provides that:

Should Payor fail to make any payment as set forth above, and does not cure default within 30 days after written notice of default is provided, Payor confesses Judgment as set forth below in the amount of \$150,000, together with costs and reasonable attorneys’ fees, less any sums received by Payee from Payor through the date of Confession of Judgment.

December 3, 2016 Promissory Note at 3)(Exhibit “A”).

12. The Promissory Note and Confession of Judgment also provides that:

In the event of default or insolvency as set forth above, Payor confesses and consents to the entry of a judgment or award in the dollar amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) together with attorney's fees, if any, in any court of competent jurisdiction in New York, and hereby waives and acknowledging the consideration made herewith, forever waives and gives-up any defenses, or rights of set-off associated with this Note or any other matter. The undersigned unconditionally agrees to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note.

December 3, 2016 Promissory Note at 4)(Exhibit "A").

13. On February 23, 2017, Plaintiff, through his counsel, in in accordance with the terms and conditions of the Promissory Note, served notice personally upon Mr. Belesis and also his counsel that if default was not cured within thirty days of the notice of default or by March 23, 2017, that Plaintiff would proceed against all potentially responsible parties in any court of competent jurisdiction. (Exhibit "B").

14. As of even date, no payments have been made under the Note, nor has Belesis been provided any extension of time to do so.

WHEREFORE, Plaintiff requests that Judgment be entered against Belesis for:

- a) \$150,000;
- b) interest at the legal rate;
- c) reasonable attorneys fees and cost of suit; and
- d) any other relief that is just, fair and equitable.

COUNT II
Set Aside Fraudulent Conveyances

15. Plaintiff incorporates the allegations set forth above in ¶¶ 1 through 14, inclusive, by reference.

16. As stated above, as of even date there are more than a dozen unpaid arbitration awards rendered against Belesis and/or John Thomas Financial. On September 13, 2011, Anastasios Belesis and his wife, Tabitha Belesis formed TOMTAB. In October 2011, Anastasios Belesis purportedly transferred his interest in TOMTAB to Tabitha Belesis for no consideration.

17. In April 2012, in anticipation of an SEC investigation and litigation,¹ Anastasios Belesis purportedly transferred his interest in the condominium unit found at 60 Beach Street, Apt. 1-A, New York, NY 10013 to TOMTAB for no consideration and in an attempt to hinder the collection of any judgment against him.

18. On November 5, 2015, also in an effort to avoid creditors, Belesis caused to be transferred of 1,000,000 shares of Radiant Oil & Gas, Inc. from John Thomas Financial to 2008 Anastasios Belesis Irrevocable Trust UA Dated Sept. 2008, where his brother, George Belesis, serves as Trustee. (Exhibit “C”)(In September 2014, George Belesis, who also served as an executive of John Thomas Financial, and the subject of at least six customer initiated, investment related complaints, filed for personal bankruptcy).

19. In May 2016, Belesis satisfied a Mortgage on certain real property located at 48 Beach Street, Unit 1A, New York, New York, and simultaneously, without valid consideration

¹ In March 2012, Belesis was found to have made false statements to John Thomas’s Error and Omissions Liability insurer, New York Marine and General Insurance Company on March 5, 2012, as the result of the willful failure to disclose the SEC Investigation, and the existence of nine (9) customer arbitration claims against him and/or John Thomas Financial. *New York Marine and General Insurance Company v. Belesis, et al.*, Sup. Ct of N.Y. INDEX NO. 651953 (May 31, 2013).

conveyed this real property to TOMTAB, LLC.² (Exhibit “D”).

20. Under the New York Creditor and Debtor Law (“NYCDL”), the transfers to TOMTAB, the Trust and Tabitha Belesis were fraudulent as to Plaintiff, whose claim against Belesis and John Thomas Financial arose in 2010. *Boonie v. John Thomas Financial, et al.*, FINRA Arbitration No. 12-03827 (Nov. 2, 2012).

WHEREFORE, Plaintiff requests that Order and Judgment be entered for:

- a) Pursuant to NYCDL § 272 *et seq.*, directing that the conveyances made to the Anastasios Belesis Irrevocable Trust be set aside as fraudulent and assets preserved and turned over in the amount necessary to satisfy Plaintiff’s claim;
- b) Pursuant to NYCDL § 272 *et seq.*, directing that the conveyances made to TOMTAB and Tabitha Belesis, be set aside as fraudulent and assets preserved and turned over in the amount necessary to satisfy Plaintiff’s claim;
- (c) Any such other relief that this Court may find fair, just and equitable.

Dated: June 30, 2017

Respectfully Submitted,

By s/Nicholas J. Guiliano

Nicholas J. Guiliano, Esquire
The Guiliano Law Firm, P.C.
1700 Market Street, Suite 1005
Philadelphia, PA 19103
Telephone: (215) 413-8223
Telecopier: (215) 660-5490
nick@nicholasguiliano.com

Attorneys for Plaintiff

² Belesis testified at a December 11, 2015 deposition in another matter, that he transferred all assets to his wife, and or corporations that she controlled, rendering him insolvent.

Exhibit A

GENERAL RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

Greetings: Know that

RONALD BOONIE

as RELEASOR(S),

in consideration of the sum of ten dollars (\$10.00) lawful money of the United States of America to me in hand paid by

ANASTASIOS BELESIS


as RELEASEES,

the receipt and sufficiency whereof is hereby acknowledged, have remised, released and forever discharged the RELEASEES, RELEASEES' heirs, executors, administrators, employees, members, directors, officers, affiliates subsidiaries, successors and assigns from all actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demand whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

The words "RELEASOR" and "RELEASEES" include all releasors and all releases under this RELEASE.

This RELEASE may not be changed orally.

In witness whereof, the RELEASOR has hereunto set RELEASOR'S hands and seals on the 3RD day of December, 2015.


Anastasios Belesis

STATE OF New York)
) ss.:
COUNTY OF Kings)

On the 3RD day of December 2015, before me personally appeared Anastasios Belesis, to me known, and known to me to be the same person described in and who executed the within instrument and he acknowledged to me that he executed and has the authority to execute same.



FINANCIAL INDUSTRY REGULATORY AUTHORITY
OFFICE OF DISPUTE RESOLUTION

-----X
RONALD L. BOONIE

Claimant,

Case No.: 12-03827

-against-

**SETTLEMENT
AGREEMENT**

**JOHN THOMAS FINANCIAL INC.,
ANASTASIOS BELESIS, SOLOMON DAVID
KRISPEAL, and BARIS CABALAR (cons w/ 15-00416)**

Respondents.
-----X

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made between RONALD BOONIE ("Claimant") on the one hand, and ANASTASIOS BELESIS ("Belesis") ("Respondent") on the other hand (hereinafter collectively referred to as the "Parties") on this 30th day of ~~November~~ December 2015 (the "Execution Date").

1. Cooperation. Notwithstanding any content herein to the contrary, Belesis agrees to fully cooperate with Claimant and his attorneys in connection with Claimant pursuing the PROMISSORY NOTE dated ~~November~~ 30th December, 2015.

2. Confidentiality. The Parties agree that maintaining the terms of this Agreement in confidence is essential and to the material benefit of the Parties. Therefore, the Parties agree to hold and keep the negotiations, terms, and facts leading up to and contributing to settlement, as well as the terms of this Agreement itself (collectively "Confidential Information") in the strictest confidence. Except as otherwise set forth herein, the parties will not disclose to any individual, person, corporation, entity, regulatory body, governmental agency, government official or any other third-party any aspect of this Agreement, any circumstances giving rise thereto or any documents related thereto; provided however, such disclosure may be made: (i) to any immediate family member of the parties; (ii) to counsel or a professional tax advisor for legal or tax advice; (iii) to the IRS or equivalent taxing authority in a country other than the United States; (iv) if required by lawful court process; or (v) if requested during any administrative or legal proceeding, or at request of the Securities Exchange Commission or any securities self-regulatory organization (including FINRA). The parties mutually agree that breach of any portion of this confidentiality provision would cause irreparable injury to any of the individuals or entities released in paragraphs 4 and 5 above, and that the parties, or either of them, may obtain, in addition to other relief, an injunction to prevent disclosure of any such confidential information in violation of this Agreement.

3. Disclosure Notice. If the parties are required to disclose any of the Confidential Information as described in paragraph 2 above, each will, before production or disclosure, promptly notify the other party in writing within five (5) business days of receipt of any valid and enforceable subpoena or order so that the other party shall have a reasonable opportunity to intervene or object to the disclosure or to seek a protective order or other confidential treatment of the Confidential Information.

4. Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of New York without reference to conflict of laws principles.

5. Notices. All notices, demands, requests and other communications required under this Agreement shall be in writing and be deemed to have been properly given if sent by personal delivery, overnight delivery, certified mail or first class regular mail. Notice to the following individuals and addresses will serve as valid notice:

Claimant:

Nicholas J. Guiliano, Esquire
1700 Market Street, Suite 1005
Philadelphia, Pennsylvania 19103
(215) 413-8223
nick@nicholasguiliano.com

Respondent:

JOSEPH MURE JR., & ASSOCIATES
Anthony C. Varbero
26 Court Street, Suite 2601
Brooklyn, New York 11242

Each Party may change the address or individuals to which notices to it are to be given by giving written notice given pursuant to this Paragraph.

6. Entire Agreement and Severability. This instrument constitutes and contains the entire Agreement and understanding between the Parties to this Agreement concerning the subject matter of this Agreement, and supersedes all prior negotiations, proposed Agreements, and understandings, if any, between the foregoing Parties. If any term of this Agreement shall be prohibited by or invalid by any law, this Agreement shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other term in this Agreement being prohibited or invalid.

7. Understanding. The Parties agree that they have read and understand that this Agreement is a settlement and contains a release; that the Parties voluntarily agree to the terms set forth herein; and that they knowingly and willingly intend to be legally bound by the same.

8. Review by Counsel. The Parties acknowledge that they are entitled to and have had the opportunity to have the terms of this Agreement reviewed by counsel and/or a representative(s) of their choice. The Parties and their representative(s) have reviewed and revised this Agreement, or the Parties had the opportunity to obtain counsel to review and revise this Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which will be deemed an original and all of which, taken together, shall constitute one and the same Agreement.

10. Costs and Fees. The Parties agree to bear their respective attorneys' fees associated with the FINRA Arbitration.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first above written.

RONALD BOONIE

Print Name: _____
Signature: _____
Date: _____

ANASTASIOS BELESIS

Print Name: Anastasio Belesis
Signature: ANASTASIOS
Date: 10/3/15

PROMISSORY NOTE

Dated: December 3, 2015

Principal Amount: \$85,000.00

FOR VALUE RECEIVED, in connection with the Release of certain legal matters, as more fully set forth in a Mutual General Release, the undersigned, **ANASTASIOS P. BELESIS**, ("Mr. Belesis" or the "Payor") hereby unconditionally promise to pay to the order of "Nicholas J. Guiliano, Esquire f/b/o Ronald Boonie, (the "Claimant" or the "Payee") the sum of EIGHTY-FIVE THOUSAND DOLLARS (85,000.00), said sum shall be paid by paying \$42,500.00 by no later than November 1, 2016, with the remaining \$42,500.00 within twelve months thereafter or before November 1, 2017.

1. Should Payor fail to make any payment as set forth above, and does not cure default within thirty (30) days after written notice of default is provided, Payor confesses Judgment as set forth below in the amount of \$150,000.00¹, together with costs and reasonable attorneys' fees, less any sums received by Payee from Payor through the date of Confession of Judgment.
2. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership, Payor Confesses Judgment as set forth below, in the amount of \$150,000, together with costs and reasonable attorneys' fees, less any sums received by Payee from Payor through the date of Confession of Judgment.
3. All payments or notices hereunder shall be made to

For Payee: Nicholas J. Guiliano, Esquire
1700 Market Street, Suite 1005
Philadelphia, Pennsylvania 19103
(215) 413-8223
nick@nicholasguiliano.com

For Payor: Anastasios Belesis
25 Beach Street
New York, New York

or to any such address as may from time to time be designated in writing.

4. Confession of Judgment. In the event of default or insolvency as set forth above, Payor confesses and consents to the entry of a judgment or award in the dollar amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) together with attorney's fees, if any, in any court of competent jurisdiction in New York,

¹ Payments are deducted for the judgment amount, thereby lowering the default judgment amount.

and hereby waives and acknowledging the consideration made herewith, forever waives and gives-up any defenses, or rights of set-off associated with this Note or any other matter. The undersigned unconditionally agrees to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note.

In granting this right to confess judgment against Payor, Payor hereby knowingly, intelligently, voluntarily and irrevocably and, on the advice of counsel, unconditionally waives any and all rights Payor had or may have to prior notice and an opportunity for hearing under the respective constitutions and laws of the united states and the state of new york

5. No modification hereof shall be binding unless in writing.
6. The undersigned agrees, acknowledges and stipulates that this Note arises in connection with the settlement of a claims alleging violations of the federal securities laws shall not be dischargeable in bankruptcy in accordance with the United States Bankruptcy Code, Sarbanes Oxley Act of 2002. 11 U.S.C. § 523 (a)(19)(B)(i)(July 2002). The rights of any holder hereof shall be cumulative and not necessarily successive.

This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the New York first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

7. Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles.

DATED:



ANASTASIOS P. BELESIS

STATE OF NEW YORK
COUNTY OF

I, Anthony Varbero, a Notary of the State of New York, do hereby certify that on the date specified above the above named individual appeared before me and has established to my satisfaction that he is the person named in this document and has affixed hereto his hand and seal.

DATED:

12/3/15



FINANCIAL INDUSTRY REGULATORY AUTHORITY
OFFICE OF DISPUTE RESOLUTION

-----X
RONALD BOONIE

Claimant,

Case No.: 13-03010

-against-

**JOHN THOMAS FINANCIAL,
ANASTASIOS BELESIS, GEORGE
BELESIS, JOSEPH LOUIS CASTELLANO,**

Respondents.
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for Claimant Ronald Boonie and Respondent Anastasios Belesis there being no party who is an infant, incompetent person for whom a committee has been appointed or conservatee and there being no person not a party having an interest in the subject matter of the action, that the above-entitled action be and the same hereby is discontinued with prejudice against Respondent Anastasios Belesis, and without costs to either party as against the other.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in counterparts and PDF, email or facsimile signatures shall be deemed originals and can be filed with the Court without further notice.

Dated: New York, New York
November 11, 2015

JOSEPH MURE JR., & ASSOCIATES

LAW OFFICE OF NICHOLAS GUILIANO

By: 

Anthony C. Varbero, Esq.
26 Court Street, Suite 2601
Brooklyn, New York 11242
Tel.: (718) 852-9100
*Attorneys for Respondent
Anastasios Belesis*

By: _____

Nicholas J. Guiliano, Esquire.
1700 Market Street, Suite 1005
Philadelphia, Pennsylvania 19103
Tel.: (215) 413-8223
Attorney for Claimant

Exhibit B

THE GUILIANO LAW FIRM
A PROFESSIONAL CORPORATION
1700 MARKET STREET
SUITE 1005
PHILADELPHIA, PENNSYLVANIA 19103

Telephone:
(215) 413-8223

Telecopier:
(215) 660-5490

NICHOLAS J. GUILIANO, ESQUIRE
nick@nicholasguiliano.com

February 23, 2017

Anthony Varbero, Esquire
Joseph Mure Jr. & Associates
26 Court Street, Suite 2601
Brooklyn, NY 11242

Anastasios P. Belesis
60 Beach Street, Apt. 1A
New York, New York 10013

RE: Boonie v. Anastasios P. Belesis et. al.

Dear Mr. Varbero and Mr. Belesis:

As you know, our December 3, 2015 Promissory Note is in default.

Please accept this letter to confirm that based upon our various written communications that Mr. Belesis has agreed to pay the entire balance of the Note or \$85,000 on or before March 15, 2017, which is acceptable to and agreeable to us.

However, please note that, at least in accordance with the terms and conditions of the Promissory Note, if default is not cured within thirty days of this notice of default that the Promissory Note provides for the Confession of Judgment in the amount of \$150,000, and that Mr. Boonie may proceed against all potentially responsible parties in any court of competent jurisdiction.

Thank you once again for your cooperation in connection with the resolution of this matter, and please contact me directly should any issues arise between now and March 15, 2017.

Sincerely,
Nicholas J. Guiliano
Nicholas J. Guiliano

cc: Ronald L. Boonie

Exhibit C

GENERAL RELEASE

BE IT KNOWN, that the 2008 Anastasios Belesis Irrevocable Trust & Anastasios Belesis (hereinafter "Releasors"), for and in consideration of transfer of Radiant Oil & Gas, Inc. certificate No. 11499 representing 1,000,000 shares registered "2008 ANASTASIOS BELESIS IRR TR UA DTD SEPT 2008 ANASTASIOS BELESIS (GRANTOR) GEORGE BELESIS TTEE" per the settlement terms of the lawsuit transferred to arbitration entitled *2008 Anastasios Belesis Irrevocable Trust, as successor in interest to John Thomas Financial, Inc., and Anastasios Belesis, Claimants, vs Radiant Oil & Gas, Inc. and John Jurasin, Respondents*, AAA Case No. 01-14-0001 306, and other valuable consideration from or on behalf of American Registrar & Transfer Co. and its principals (hereinafter jointly referred to as "Releasees"), the receipt of which is hereby acknowledged, does hereby remise, release, acquit, satisfy, and forever discharge said Releasees, of and from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Releasor or its personal representatives, successors, heirs, officers, employees, managers, subsidiaries, affiliates, related entities or assignors now have or may have in the future arising prior to the date of this General Release, including, but not limited to, all claims, demands and causes of action arising from or in any way growing out of or relating to the Releasee's not removing the legend from the aforementioned certificate (at Releasor's request) presented to it on June 19, 2014 on instructions of Releasee's principal, Radiant Oil & Gas, Inc.

IN WITNESS WHEREOF, Anastasios Belesis has executed and delivered this General Release on the 5th day of November 2015.

Anastasios Belesis

By: Anastasios Belesis

Its: _____

State of New York :
) ss.
County of Kings :

On this 5th day of November, 2015, before me a notary public, the undersigned, personally appeared Anastasios Belesis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

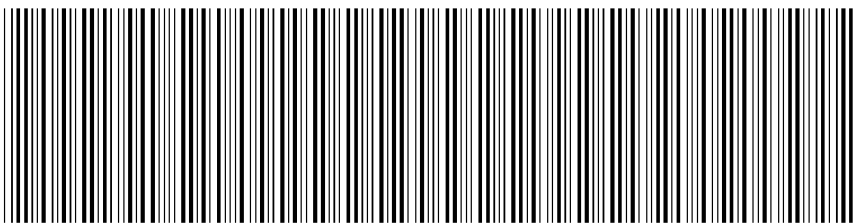
[Signature]
Notary Public
State of New York
My Commission Expires: 6/30/18



Exhibit D

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2016052400480001001E2E1A
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2016052400480001
Document Date: 05-19-2016
Preparation Date: 05-24-2016
Document Type: CORRECTION DEED
Document Page Count: 3
PRESENTER:

FIRST AMERICAN TITLE INSURANCE CO NCS
666 THIRD AVENUE
3020-790110AS
NEW YORK, NY 10017
212-850-0652
ASCARPA@FIRSTAM.COM

RETURN TO:

CKR LAW
1330 AVENUE OF THE AMERICAS 14TH FLOOR
NEW YORK, NY 10019
MARK H WILKOW, ESQ

Borough		Block		Lot		PROPERTY DATA	
						Unit	Address
MANHATTAN		188		1501		Entire Lot 1A	48 BEACH STREET
Property Type: SINGLE RESIDENTIAL CONDO UNIT							

CROSS REFERENCE DATA
CRFN: 2012000133324
PARTIES
GRANTOR/SELLER:

ANASTASIOS BELESIS
60 BEACH STREET, UNIT 1A
NEW YORK, NY 10013

GRANTEE/BUYER:

TOMTAB LLC
60 BEACH STREET, UNIT 1A
NEW YORK, NY 10013

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES
Mortgage :

Mortgage Amount:	\$	0.00
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Taxable Mortgage Amount:	\$	0.00
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Exemption:		
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TAXES: County (Basic):	\$	0.00
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City (Additional):	\$	0.00
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Spec (Additional):	\$	0.00
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TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
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TOTAL:	\$	0.00
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Recording Fee:	\$	52.00
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Affidavit Fee:	\$	0.00
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Filing Fee:

\$	125.00
----	--------

NYC Real Property Transfer Tax:

\$	0.00
----	------

NYS Real Estate Transfer Tax:

\$	0.00
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RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed 06-03-2016 09:59

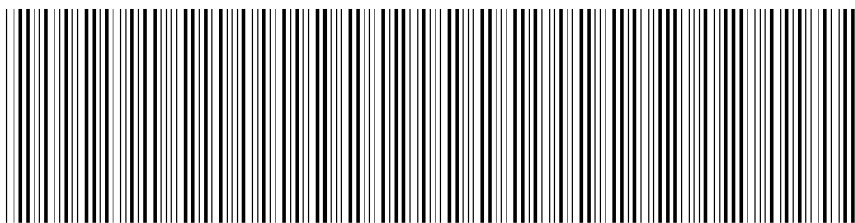
City Register File No.(CRFN):

2016000187338


Annette M. Hill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2016052400480001001C2C9A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2016052400480001

Document Date: 05-19-2016

Preparation Date: 05-24-2016

Document Type: CORRECTION DEED

PARTIES

GRANTOR/SELLER:

TABITHA BELESIS

60 BEACH STREET, UNIT 1A

NEW YORK, NY 10013

First American Title Co.
TITLE # 3020-790110

CORRECTION DEED

NY 005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8002)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 19th day of May, in the year 2016
BETWEEN**Anastasios Belesis and Tabitha Belesis, as joint tenants with rights of survivorship having an address 60 Beach Street, Unit 1A, New York, NY 10013**

party of the first part, and

Tomtab LLC with an address at 60 Beach Street, Unit 1A, New York, NY 10013

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the**See Schedule A, attached hereto.**Blk: 188
Lot: 1501*This deed is being recorded to correct the name of the Grantee in the deed dated 03/09/2013 and recorded 04/04/2013 as CRFN 2012000133324. Corrects the spelling of the Grantee's name from TomTAB LLC to Tomtab LLC, as recited herein. JBY***TOGETHER** with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Anastasios Belesis
Anastasios Belesis

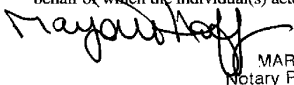
Tabitha Belesis
Tabitha Belesis

(3)

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of New York } ss.:

On the ^{19th} day of May in the year 2016
 before me, the undersigned, personally appeared
Anastasios Belesis and Tabitha Belesis
 personally known to me or proved to me on the basis of satisfactory
 evidence to be the individual(s) whose name(s) is (are) subscribed to the
 within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their capacity(ies), and that by his/her/their
 signature(s) on the instrument, the individual(s), or the person upon
 behalf of which the individual(s) acted, executed the instrument.


 MARJORIE H. HOFFMAN
 Notary Public, State Of New York
 No. 01HO6067415
 Qualified in Nassau County
 Commission Expires Dec. 10, 2017

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:
(New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of } ss.:

On the day of in the year
 before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am
 personally acquainted, who, being by me duly sworn, did depose and
 say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number,
 if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing
 instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed
 his/her/their name(s) as a witness thereto.

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of } ss.:

On the day of in the year
 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory
 evidence to be the individual(s) whose name(s) is (are) subscribed to the
 within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their capacity(ies), and that by his/her/their
 signature(s) on the instrument, the individual(s), or the person upon
 behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:
(Out of State or Foreign General Acknowledgment Certificate)

..... } ss.:

(Complete Venue with State, Country, Province or Municipality)

On the day of in the year
 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory
 evidence to be the individual(s) whose name(s) is (are) subscribed to the
 within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their capacity(ies), that by his/her/ their signature(s)
 on the instrument, the individual(s), or the person upon behalf of which
 the individual(s) acted, executed the instrument, and that such individual
 made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or
 other place the acknowledgment was taken).

BARGAIN & SALE DEED

WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE No. 3020-790110 (First Am)

Anastasios Belesis and Tabitha Belesis

TO

Tomtab LLC

DISTRICT
 SECTION
 BLOCK 188
 LOT 1501
 COUNTY OR TOWN New York

RECORDED AT REQUEST OF

Fidelity National Title Insurance Company

RETURN BY MAIL TO



CKR Law
 1330 Avenue of the Americas, 14th Floor
 New York, NY 10019
 Attention: Mark H. Wilkow, Esq.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE "A"

THE CONDOMINIUM UNIT (THE "UNIT") KNOWN AS UNIT NO. 1A IN THE PREMISES KNOWN AS 60 BEACH CONDOMINIUM, SAID UNIT BEING DESIGNATED AND DESCRIBED AS UNIT NO. 1A IN THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF SAID PREMISES UNDER ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK (THE "NEW YORK CONDOMINIUM ACT") DATED AS OF 06/30/2008 AND RECORDED 01/22/2009 IN THE NEW YORK COUNTY REGISTER'S OFFICE AS CRFN 2009000019014, AND ALSO DESIGNATED AS TAX LOT 1501 IN BLOCK 188 OF THE BOROUGH OF MANHATTAN AND ON THE TAX MAP OF THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK AND ON THE FLOOR PLANS OF SAID BUILDING CERTIFIED BY H. THOMAS O'HARA, ARCHITECT, PLC, AND FILED WITH THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK AS CONDOMINIUM PLAN NO. 1986 AND FILED IN THE REGISTER'S OFFICE ON 01/22/2009 AS MAP NO. CRFN 2009000019015.

TOGETHER WITH A TOTAL UNDIVIDED 4.4674% INTEREST IN THE COMMON ELEMENTS (AS SUCH TERM IS DEFINED IN THE DECLARATION).

THE PREMISES WITHIN WHICH THE UNIT IS LOCATED ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF BEACH STREET, DISTANT 100 FEET 10 INCHES WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF BEACH STREET WITH THE WESTERLY SIDE OF HUDSON STREET;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF HUDSON STREET AND THROUGH A PARTY WALL, 60 FEET 1 INCH;

THENCE WESTERLY PARALLEL WITH THE SOUTHERLY SIDE OF BEACH STREET, 7- $\frac{3}{4}$ INCHES;

THENCE SOUTHERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 90° 21' 20" WITH THE LAST MENTIONED COURSE, 27 FEET 5 INCHES;

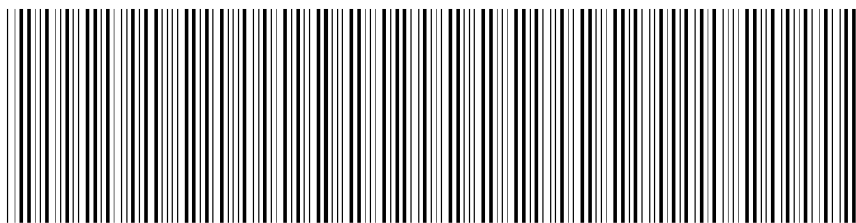
THENCE WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90° 21' 20" WITH THE LAST MENTIONED COURSE, 150 FEET 1- $\frac{3}{4}$ INCHES;

THENCE NORTHERLY PARALLEL WITH GREENWICH STREET, 87 FEET 6 INCHES TO THE SOUTHERLY SIDE OF BEACH STREET; AND

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF BEACH STREET, 151 FEET 2 INCHES TO THE POINT OR PLACE OF BEGINNING.

This deed is being recorded to correct the name of the Grantee in the deed dated 03/09/2012 and recorded 04/04/2012 as CRFN 2012000133324.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2016052400480001001SE09B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2016052400480001

Document Date: 05-19-2016

Preparation Date: 05-24-2016

Document Type: CORRECTION DEED

ASSOCIATED TAX FORM ID: 2016051900123

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

2

SMOKE DETECTOR AFFIDAVIT

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 48 BEACH STREET 1A MANHATTAN 10013
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name TOMTAB LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☒7. New Construction on Vacant Land ☐

8. Seller Name BELESIS ANASTASIOS
 LAST NAME / COMPANY FIRST NAME

BELESIS TABITHA
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

- A ☒ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 19 / 2016
 Month Day Year

11. Date of Sale / Transfer 5 / 19 / 2016
 Month Day Year

12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

- A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill


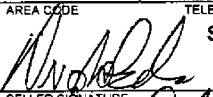
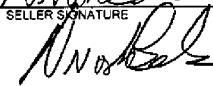
15. Building Class R 4 16. Total Assessed Value (of all parcels in transfer) 2 9 6 3 4 3

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 188 1501

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

 BUYER			BUYER'S ATTORNEY		
BUYER SIGNATURE 60 BEACH STREET UNIT 1A			LAST NAME FIRST NAME		
DATE			AREA CODE TELEPHONE NUMBER		
STREET NUMBER NEW YORK		STREET NAME (AFTER SALE)	SELLER 		DATE
CITY OR TOWN	STATE NY	ZIP CODE 10013	SELLER SIGNATURE 		DATE

2016051900123201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York)
) SS.:
County of New York)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

48 BEACH STREET 1A
Street Address Unit/Apt.
MANHATTAN New York, 188 1501 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)

Julia Bebris

Signature of Grantor

Name of Grantee (Type or Print)

Julia Bebris

Signature of Grantee

Sworn to before me
this 19th date of May 2016Marjorie H. Hoffman

MARJORIE H. HOFFMAN
Notary Public, State Of New York
No. 01HO6067415
Qualified In Nassau County
Commission Expires Dec. 10, 2017

Sworn to before me
this 19th date of May 2016Marjorie H. Hoffman

MARJORIE H. HOFFMAN
Notary Public, State Of New York
No. 01HO6067415
Qualified In Nassau County
Commission Expires Dec. 10, 2017

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.